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CM 12000870

Cross reference: Instrument No.
2007-018769

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (the "**First Amendment**") is effective as of this ~~30th~~ day of April, 2007, by and between **SISTERS OF ST. FRANCIS HEALTH SERVICES, INC.**, an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers (together with its successors and assigns, "**Landlord**"), and **DYER MEDICAL PARTNERS, LLC**, an Indiana limited liability company (together with its successors and assigns, "**Tenant**"), as follows:

RECITALS

A. Landlord and Tenant entered into a Memorandum of Ground Lease effective as of December 12, 2006 (the "**Memorandum**") with respect to approximately 0.45 acres of real property in the Town of Dyer, Lake County, Indiana, as more particularly described in the Lease, which was recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 2007-018769.

B. Landlord and Tenant hereby desire to amend the Memorandum to replace the legal description attached thereto, all as more particularly provided below.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

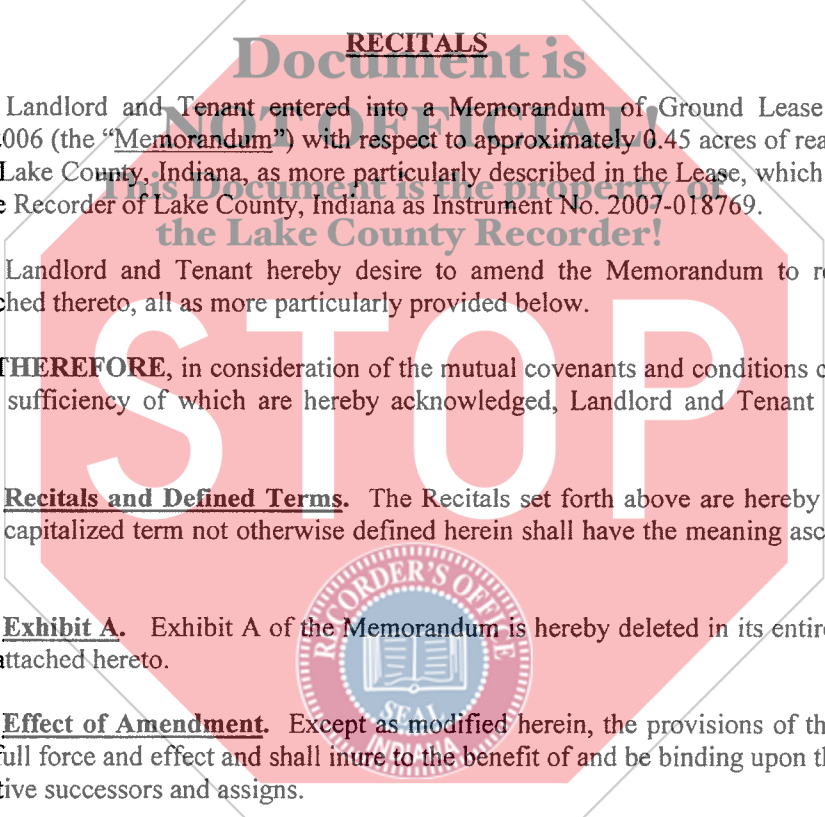
1. Recitals and Defined Terms. The Recitals set forth above are hereby incorporated by reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Memorandum.

2. Exhibit A. Exhibit A of the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

3. Effect of Amendment. Except as modified herein, the provisions of the Memorandum shall remain in full force and effect and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Conflict or Inconsistencies. In the event of any conflicts or inconsistencies between the provisions hereof and those of the Memorandum, the provisions hereof shall control.

CHICAGO TITLE INSURANCE COMPANY



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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6. **Counterparts.** This First Amendment may be executed in two or more counterparts and it shall not be necessary that the signature of all parties hereto be contained on any one counterpart hereof. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same document. This First Amendment shall be deemed effective upon delivery and receipt by the parties of the telecopied signature pages.

[SIGNATURES ON NEXT PAGE]



SIGNATURE PAGE
First Amendment to Memorandum of Ground Lease

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

Landlord:

SISTERS OF ST. FRANCIS HEALTH SERVICES, INC.,
an Indiana corporation, d/b/a St. Margaret Mercy Healthcare Centers

By: _____
Kevin D. Leahy, President/CEO

Tenant:

DYER MEDICAL PARTNERS, LLC,
an Indiana limited liability company

By: _____
Michael S. Curless, manager



STATE OF ~~INDIANA~~ IL)
) SS:
COUNTY OF ~~SEXTOSEPM~~)
COOK

Before me, a Notary Public in and for said County and State, personally appeared Kevin D. Leahy the President & CEO of Sisters of St. Francis Health Services, Inc., an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS MY HAND and Notary seal this 26th day of April, 2007.



Ritamarie Leonard
Notary Public

RITAMARIE LEONARD
(Printed name)

My Commission Expires:

12-10-2010

My County of Residence:

Cook, Illinois

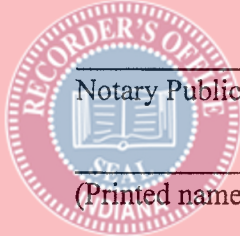
**Document is Illinois
NOT OFFICIAL!**

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

**This Document is the property of
the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, personally appeared Gregory C. Gurnik, the Manager of Dyer Medical Partners, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS MY HAND and Notary seal this _____ day of _____, 2007.



Notary Public

(Printed name)

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, a Notary Public in and for said County and State, personally appeared Kevin D. Leahy the President & CEO of Sisters of St. Francis Health Services, Inc., an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation.

WITNESS MY HAND and Notary seal this _____ day of _____, 2007.

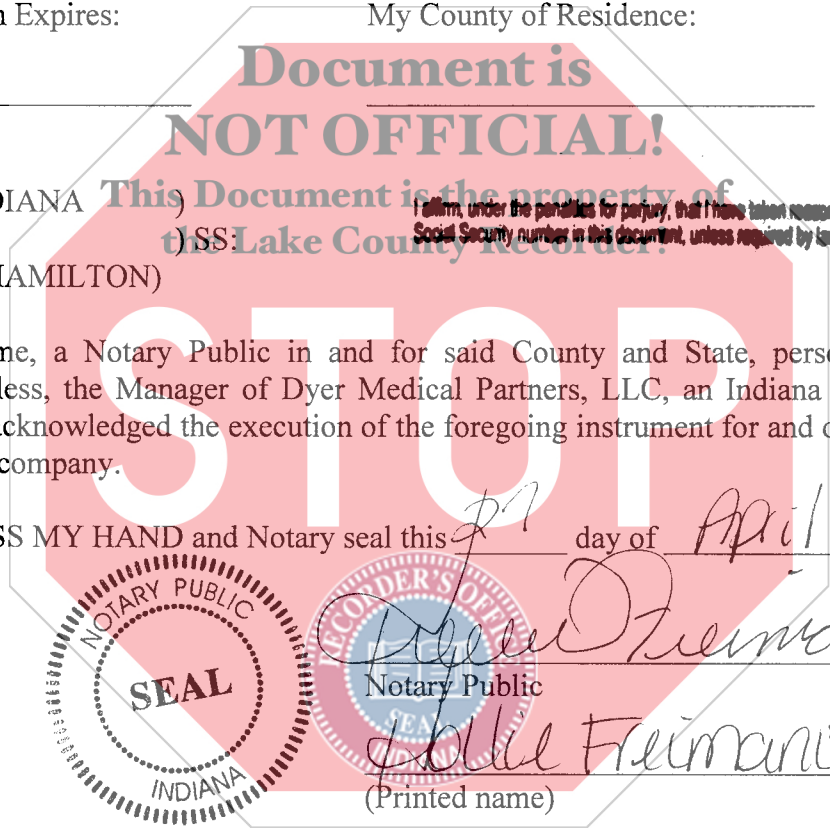
Notary Public

(Printed name)

My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Barbara McGuire

Before me, a Notary Public in and for said County and State, personally appeared Michael S. Curless, the Manager of Dyer Medical Partners, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

WITNESS MY HAND and Notary seal this 27 day of April, 2007.

Julie Freimanis
Notary Public

Julie Freimanis
(Printed name)

My Commission Expires:

My County of Residence:

5/7/2011

Marion

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Angela E. Tempel

This instrument prepared by and after recording return to: Angela E. Tempel, Bose McKinney & Evans LLP, 2700 First Indiana Plaza, 135 North Pennsylvania Street, Indianapolis, Indiana 46204.



EXHIBIT A

(P)

Legal Description

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID LINE BEING THE STATE LINE BETWEEN ILLINOIS AND INDIANA, A DISTANCE OF 309.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 18 SECONDS WEST, A DISTANCE OF 192.33 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 102.33 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 192.33 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING.

